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15
16 **UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

17
18 **In re:**

19
20 **PG&E CORPORATION,**

21
22 **- and -**

23
24 **PACIFIC GAS AND ELECTRIC
COMPANY,**

25
26 **Debtors.**

27
28 Affects PG&E Corporation
 Affects Pacific Gas and Electric
Company
 Affects both Debtors

** All papers shall be filed in the Lead
Case, No. 19-30088 (DM).*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**SECOND SCHEDULING STIPULATION
WITH RESPECT TO THE CITY OF SANTA
CLARA DBA SILICON VALLEY POWER'S
MOTION TO COMPEL ASSUMPTION OR
REJECTION OF EXECUTORY CONTRACT
CONCERNING THE GRIZZLY
DEVELOPMENT AND MOKELUMNE
SETTLEMENT AGREEMENT**

Related Docket No.: 10998, 11153

1 **WHEREAS**, on January 29, 2019, PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and
2 Electric Company (the “**Utility**” and, together with PG&E Corp., the “**Debtors**” or “**Reorganized
3 Debtors**”, as applicable), commenced with the Court voluntary cases under chapter 11 of title 11 of
4 the United States Code (the “**Bankruptcy Code**”). The *Debtors’ and Shareholder Proponents’ Joint
5 Chapter 11 Plan of Reorganization dated June 19, 2020* [Docket No. 8048] (the “**Plan**”) was
6 confirmed by Order of the Court dated June 20, 2020 [Docket No. 8053] (the “**Confirmation Order**”).
7 The Plan became effective on July 1, 2020.

8 **WHEREAS**, on July 30, 2021, the City of Santa Clara dba Silicon Valley Power (“**Santa
9 Clara**”, and together with the Reorganized Debtors, the “**Parties**”) filed the *City of Santa Clara DBA
10 Silicon Valley Power’s Motion to Compel Assumption or Rejection of Executory Contract Concerning
11 the Grizzly Development and Mokelumne Settlement Agreement* [Docket No. 10998] (the “**Motion**”)
12 which noticed a response deadline of August 31, 2021, and a hearing date of September 14, 2021 (the
13 “**Hearing Date**”).

14 **WHEREAS**, on August 24, 2021, the Parties filed the *Scheduling Stipulation with Respect to
15 the City Of Santa Clara DBA Silicon Valley Power’s Motion to Compel Assumption or Rejection of
16 Executory Contract Concerning the Grizzly Development and Mokelumne Settlement Agreement*
17 [Docket No. 11144] (the “**First Scheduling Stipulation**”), pursuant to which the Parties agreed to an
18 adjournment of the Hearing Date and a briefing schedule with respect to the Motion. The First
19 Scheduling Stipulation was approved by order of the Court, dated August 25, 2021 [Docket No.
20 11153].

21 **WHEREAS**, the Parties have conferred and agreed to a further revised briefing schedule for
22 the Motion.

23 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, THROUGH THE
24 UNDERSIGNED, THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT TO
ORDER, THAT:**

25 1. The Hearing Date shall be continued to November 23, 2021, at 11:00 am (Prevailing
26 Pacific Time). The October 19, 2021 hearing on the Motion is taken off the Court’s calendar.

27 2. Reorganized Debtors’ response to the Motion must be filed with the Court by
28 November 2, 2021.

1 3. Any reply by Santa Clara must be filed with the Court by November 16, 2021.
2 4. Nothing herein prevents the Parties from agreeing to a further adjustment of the
3 above schedule, subject to Court approval.

4 5. This Second Scheduling Stipulation shall constitute the entire agreement and
5 understanding of the Parties relating to the subject matter hereof.

6 6. This Second Scheduling Stipulation may be executed in counterparts, each of which
7 shall be deemed an original but all of which together shall constitute one and the same agreement.

8 7. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or
9 controversies arising from this Second Scheduling Stipulation.

10 Dated: September 27, 2021

11 Dated: September 27, 2021

12 WEIL, GOTSHAL & MANGES LLP
13 KELLER BENVENUTTI KIM LLP

14 BOUTIN JONES, INC.

15 /s/ Richard W. Slack
16 Richard W. Slack

17 /s/ Robert D. Swanson
18 Robert D. Swanson

19 *Attorneys for the Debtors and Reorganized
20 Debtors*

21 *Attorneys for the City of Santa Clara DBA
22 Silicon Valley Power*